



**STAND UP PADDLEBOARD AND KAYAK  
LIABILITY RELEASE & RENTAL AGREEMENT - Page 1 of 2**

**Date:** \_\_\_\_\_

**KAYAK or SUP Stand Up Paddleboard (circle one) \$50/day:** \_\_\_\_\_

**TANDEM KAYAK or FISHING KAYAK (circle one) \$85/day:** \_\_\_\_\_

**PADDLE (included) :** \_\_\_\_\_ **PFD (included):** \_\_\_\_\_

**READ CAREFULLY WAIVER AND RELEASE OF LIABILITY**

In consideration of True North Trading DBA: Adventure Bound OnTheFly (here forward referenced as ABOTF) furnishing services, supplies, instructions, premises and/or equipment to enable me to participate in kayaking or stand up paddleboarding (SUP), I agree as follows:

I fully understand and acknowledge that: **(a)** outdoor recreational activities have inherent risks, dangers and hazards and such exist in my use of kayaking and SUP equipment and my participation in kayaking and SUP activities; **(b)** my participation in such activities and/or use of such equipment or premises may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; **(c)** these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of **ABOTF**; the negligence of participants, the negligence of third parties, the forces of nature or other causes. I am fully aware and acknowledge that risks and dangers may arise from foreseeable or unforeseeable events, including but not limited to, guide decision-making, including that a guide may misjudge terrain, weather, trail or ocean conditions, water level, risk of falling out of or drowning while in a SUP or kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, ocean, outdoor or recreational environment.

By my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of **ABOTF**, or by any other person. I also verify that I am in good health, not under the influence of any drugs or alcohol of any kind, nor do I have them in my possession, and am capable of pursuing the sport of kayaking or SUP, and that my participation in this activity is voluntary and with full knowledge of the associated dangers and risk associated with such activities. I/we also agree to wear a properly secured USCG approved personal floatation device, of type 3 or better, at all times. I agree at all times to remain within the area of operations as designated by those instructing. I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, discharge, hold harmless, defend and indemnify **ABOTF** and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of kayaking or SUP equipment or premises or my participation in kayaking or SUP activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have at the present time or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of **ABOTF**. Further, I hereby represent and warrant that I shall fully inspect any and all equipment prior to use to view for any defective conditions, and should any equipment be defective, I hereby warrant that I will immediately notify and inform **ABOTF**. By agreeing to participate in the contemplated activities, I hereby warrant that I am physically fit and able to engage in such activities without danger to myself and/or to others. Further, I hereby fully agree and understand that I

Initials \_\_\_\_\_

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have read the waiver and release, and by signing it, I agree it is my intention to exempt, waive, and relieve **ABOTF** from any and all liability, including, but not limited to, liability for personal injury, property damage, or wrongful death caused by negligence or any other act and / or cause.

\_\_\_\_\_ I acknowledge that I can swim

\_\_\_\_\_ I agree to wear a PFD / personal flotation device / life jacket while on or around the water.

\_\_\_\_\_ I will abide by all of the rules of State and Local beaches, reservoirs, lakes and /or rivers.

\_\_\_\_\_ I will inspect all craft and equipment issued to me and will only accept it in good condition.

\_\_\_\_\_ I agree to pay for repair or replacement costs in the event of damage to craft or equipment.

\_\_\_\_\_ I acknowledge that no alcohol or drugs are to be used before or during my SUP or Kayak rental.

\_\_\_\_\_ I have been informed of the dangers and serious risks associated with paddle sports. And personally assume all risks associated with the rental of the SUP or Kayak.

Participant Name (printed): \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PHONE #: \_\_\_\_\_ STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

AGE: \_\_\_\_\_ Minor (Under 18):  Yes  No

IF UNDER 18 YEARS OLD:

PARENT OR GUARDIAN SIGNATURE \_\_\_\_\_ Date: \_\_\_\_\_

PRINT NAME \_\_\_\_\_

Driver's License # \_\_\_\_\_ State: \_\_\_\_\_ Exp: \_\_\_\_\_

Deposit: \_\_\_\_\_ (Upon return of equipment an ABOTF representative will inspect to verify condition. If all items are returned satisfactory the deposit will be returned. If items are damaged or missing the replacement cost of the item will be the responsibility of the customer).

Doc Verified by: \_\_\_\_\_ (initials)

Brief Instruction Performed by: \_\_\_\_\_ (initials)